



This **Professional Creative Services Contract** is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), by and between Johnson & Wales University ("**JWU**") and \_\_\_\_\_ ("**Contractor**," and together with JWU, the "**Parties**") (the "**Contract**").

**WHEREAS**, JWU desires to engage Contractor to write and develop content, design materials, and/or capture various professional still pictures, motion pictures, videotapes, photographs, and/or sound recordings (the "**Writings, Images, Designs and Recordings**") for JWU.

**NOW, THEREFORE**, in consideration of the mutual obligations contained herein, JWU and Contractor hereby agree as follows:

1. **Services.** Contractor agrees to perform the following professional creative services (the "**Services**") for JWU:

- a. Date(s):
- b. Time(s):
- c. Location(s):
- d. Description of Services:
- e. Finished product(s) to be furnished to JWU in the following medium/media:

2. **Payment.** JWU shall pay Contractor \$ \_\_\_\_\_ as full compensation for the Services, which amount shall be payable to Contractor within sixty (60) days from completion of the Services satisfactory to JWU and receipt of an invoice from Contractor.

3. **Rights Granted.** JWU shall own all right, title, and interest in and to, including, without limitation, all copyrights and other intellectual property rights, all the Writings, Images, Designs and Recordings captured, all work performed, and any other deliverables designed and/or produced by Contractor during his/her/its performance of the Services as "**works made for hire**" (the "**Property**"), including, without limitation, the right to use such Property in any manner or media throughout the world in perpetuity. Contractor shall not retain any right, title, or interest in or to the Property, including, without limitation, the right to use the Property, except solely for use in Contractor's portfolio; provided, however, that Contractor shall not portray JWU or its students or employees in a derogatory, defamatory, or obscene manner that would harm the reputation of JWU. Contractor represents and warrants that (a) the work product delivered by Contractor hereunder (excluding, any elements of the work product provided by JWU) and JWU's ownership, use, reproduction, display, and/or performance of such work product in accordance with this Agreement, shall not infringe any intellectual property right of any third party, including any misappropriation of a trade secret, and (b) Contractor owns all necessary proprietary rights, or has all necessary license rights from the legitimate third party owner(s), to enable it to deliver such work product.

4. **Representations and Warranties.** Contractor represents and warrants that the Services will be performed in a good and workmanlike manner in accordance with ordinary business custom and usage and in compliance with all applicable laws, ordinances, rules and regulations, and any applicable industry standards, and to the extent specified by JWU, JWU's Graphic and Editorial Policies. Contractor further represents and warrants that the Property furnished to JWU pursuant to this Contract is original and does not infringe upon the copyright or other proprietary right of any other person or entity and that Contractor has the full, unrestricted right and authority to grant the rights herein. Contractor agrees to indemnify JWU and hold it harmless from any losses, liability, damage, or expense incurred or suffered by JWU if Contractor

breaches any of the representations and warranties in this Section 4 or JWU's ownership rights set forth in Section 3.

5. **Independent Contractor.** Contractor performs the Services for JWU as an independent contractor. Contractor shall not be considered to be an employee or agent of JWU.

6. **No Partnership/Agency/Joint Venture.** Nothing in this Contract shall be construed to create a joint venture, partnership, or principal-agent relationship between the Parties.

7. **Assignment and Subcontracting:** This Contract may not be assigned, transferred, or subcontracted by Contractor to any other party.

8. **Miscellaneous.** The failure of either party hereto to enforce any right under this Contract shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Contract. This Contract encompasses the entire agreement of the Parties with respect to its subject matter and there are no other agreements or understandings, either written or oral, with respect thereto. This Contract may not be modified or amended except in writing with the same degree of formality with which this Contract has been executed. The construction, interpretation, and performance of this Contract, and the transactions under it, shall be governed by and construed in accordance with the laws of the State of Rhode Island, excluding its conflict of laws and choice of law rules. This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that a facsimile or other electronic copy of manually executed original signature shall be treated as an original signature for the purposes of this Contract. The original of this document, including the signature page (bearing original signatures or facsimiles or electronic transmissions thereof), may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on the dates written below to be effective as of the Effective Date first written above.

**Johnson & Wales University**

By: \_\_\_\_\_  
Name: Messina Rath Seng  
Title: Purchasing Agent  
Date: \_\_\_\_\_

**Contractor**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title (if applicable): \_\_\_\_\_  
Date: \_\_\_\_\_